

Judge Richard A. Jones

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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
EPHRAIM ROSENBERG,  
Defendant.

NO. CR20-151 RAJ

## **PLEA AGREEMENT**

EPHRAIM ROSENBERG,  
Defend

The United States, through United States Attorney Nicholas W. Brown and Assistant United States Attorney Miriam R. Hinman of the Western District of Washington and Defendant Ephraim Rosenberg, by and through Defendant's attorneys, Jacob Laufer and Peter Offenbecher, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B).

1.     **The Charge.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to the following charge contained in the Indictment.

1                   a.     Conspiracy to Commit Violation of the Travel Act, as charged in  
2     Count 1, in violation of Title 18, United States Code, Section 371.

3                 By entering a plea of guilty, Defendant hereby waives all objections to the form of  
4     the charging document. Defendant further understands that before entering any guilty  
5     plea, Defendant will be placed under oath. Any statement given by Defendant under oath  
6     may be used by the United States in a prosecution for perjury or false statement.

7                 2.     **Elements of the Offense.** The elements of the offense to which Defendant  
8     is pleading guilty are as follows:

9                   a.     The elements of Conspiracy, in violation of Title 18, United States  
10   Code, Section 371, as charged in Count 1, are as follows:

- 11                  • First, there was an agreement between two or more persons to commit at least  
12                   one crime as charged in the indictment; and
- 13                  • Second, the defendant became a member of the conspiracy knowing of at least  
14                   one of its objects and intending to help accomplish it; and
- 15                  • Third, one of the members of the conspiracy performed at least one overt act  
16                   for the purpose of carrying out the conspiracy.

17                 b.     The elements of a Violation of the Travel Act, in violation of  
18     Title 18, United States Code, Section 1952(a)(3), are as follows:

- 19                  • First, the defendant traveled in interstate or foreign commerce or used  
20                   interstate or foreign wires with the intent to promote, manage, establish, or  
21                   carry on, or to facilitate the promotion, management, establishment, or carrying  
22                   on of, Commercial Bribery, in violation of New York Penal Code § 180.3 or  
23                   California Penal Code § 641.3;<sup>1</sup>

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25                 

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<sup>1</sup> New York Penal Code § 180.3 states in pertinent part:

26                 A person is guilty of commercial bribing in the first degree when he confers, or offers or agrees to confer,  
27                   any benefit upon any employee, agent or fiduciary without the consent of the latter's employer or principal,  
                 with intent to influence his conduct in relation to his employer's or principal's affairs, and when the value of

- 1     • Second, after doing so, the defendant performed or attempted to perform  
2         Commercial Bribery;
- 3     • Third, the defendant did something that was a substantial step toward  
4         committing the crime and that strongly corroborated the defendant's intent to  
5         commit the crime.

6           3. **The Penalties.** Defendant understands that the statutory penalties  
7 applicable to the offense to which Defendant is pleading guilty are as follows:

8               a. For the offense of Conspiracy to Commit Violation of the Travel  
9         Act, as charged in Count 1: A maximum term of imprisonment of up to five (5)  
10       years, a fine of up to \$250,000, a period of supervision following release from  
11       prison of up to three (3) years, and a mandatory special assessment of \$100. If a  
12       probationary sentence is imposed, the probation period can be for up to five (5)  
13       years.

14           Defendant understands that supervised release is a period of time following  
15       imprisonment during which Defendant would be subject to certain restrictive conditions  
16       and requirements. Defendant further understands that, if supervised release is imposed  
17       and Defendant violates one or more of the conditions or requirements, Defendant could  
18       be returned to prison for all or part of the term of supervised release that was originally  
19  
20

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21           the benefit conferred or offered or agreed to be conferred exceeds one thousand dollars and causes  
22       economic harm to the employer or principal in an amount exceeding two hundred fifty dollars.

23           California Penal Code § 641.3 states in pertinent part:

24               (a) Any employee who solicits, accepts, or agrees to accept money or any thing of value from a person  
25       other than his or her employer, other than in trust for the employer, corruptly and without the knowledge or  
26       consent of the employer, in return for using or agreeing to use his or her position for the benefit of that  
27       other person, and any person who offers or gives an employee money or any thing of value under those  
circumstances, is guilty of commercial bribery.

(b) This section does not apply where the amount of money or monetary worth of the thing of value is two  
hundred fifty dollars (\$250) or less.

1 imposed. This could result in Defendant serving a total term of imprisonment greater  
2 than the statutory maximum stated above.

3       Defendant understands that as a part of any sentence, in addition to any term of  
4 imprisonment and/or fine that is imposed, the Court may order Defendant to pay  
5 restitution to any victim of the offense, as required by law.

6       Defendant further understands that the consequences of pleading guilty may  
7 include the forfeiture of certain property, either as a part of the sentence imposed by the  
8 Court, or as a result of civil judicial or administrative process.

9       Defendant agrees that any monetary penalty the Court imposes, including the  
10 special assessment, fine, costs, or restitution, is due and payable immediately and further  
11 agrees to submit a completed Financial Disclosure Statement as requested by the United  
12 States Attorney's Office.

13       Defendant understands that, if pleading guilty to a felony drug offense, Defendant  
14 will become ineligible for certain food stamp and Social Security benefits as directed by  
15 Title 21, United States Code, Section 862a.

16       **4. Immigration Consequences.** Defendant recognizes that pleading guilty  
17 may have consequences with respect to Defendant's immigration status if Defendant is  
18 not a citizen of the United States. Under federal law, a broad range of crimes are grounds  
19 for removal, and some offenses make removal from the United States presumptively  
20 mandatory. Removal and other immigration consequences are the subject of a separate  
21 proceeding, and Defendant understands that no one, including Defendant's attorney and  
22 the Court, can predict with certainty the effect of a guilty plea on immigration status.  
23 Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any  
24 immigration consequences that Defendant's guilty plea may entail, even if the  
25 consequence is Defendant's mandatory removal from the United States.

26       **5. Rights Waived by Pleading Guilty.** Defendant understands that by  
27 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 1           a.     The right to plead not guilty and to persist in a plea of not guilty;
- 2           b.     The right to a speedy and public trial before a jury of Defendant's
- 3     peers;
- 4           c.     The right to the effective assistance of counsel at trial, including, if
- 5     Defendant could not afford an attorney, the right to have the Court appoint one for
- 6     Defendant;
- 7           d.     The right to be presumed innocent until guilt has been established
- 8     beyond a reasonable doubt at trial;
- 9           e.     The right to confront and cross-examine witnesses against Defendant
- 10   at trial;
- 11          f.     The right to compel or subpoena witnesses to appear on Defendant's
- 12   behalf at trial;
- 13          g.     The right to testify or to remain silent at trial, at which trial such
- 14   silence could not be used against Defendant; and
- 15          h.     The right to appeal a finding of guilt or any pretrial rulings.

16        6. **United States Sentencing Guidelines.** Defendant understands and  
17     acknowledges that the Court must consider the sentencing range calculated under the  
18     United States Sentencing Guidelines and possible departures under the Sentencing  
19     Guidelines together with the other factors set forth in Title 18, United States Code,  
20     Section 3553(a), including: (1) the nature and circumstances of the offense; (2) the  
21     history and characteristics of Defendant; (3) the need for the sentence to reflect the  
22     seriousness of the offense, to promote respect for the law, and to provide just punishment  
23     for the offense; (4) the need for the sentence to afford adequate deterrence to criminal  
24     conduct; (5) the need for the sentence to protect the public from further crimes of  
25     Defendant; (6) the need to provide Defendant with educational and vocational training,  
26     medical care, or other correctional treatment in the most effective manner; (7) the kinds  
27     of sentences available; (8) the need to provide restitution to victims; and (9) the need to

1 avoid unwarranted sentence disparity among defendants involved in similar conduct who  
2 have similar records. Accordingly, Defendant understands and acknowledges that:

3           a.       The Court will determine Defendant's Sentencing Guidelines range  
4 at the time of sentencing;

5           b.       After consideration of the Sentencing Guidelines and the factors in  
6 18 U.S.C. § 3553(a), the Court may impose any sentence authorized by law, up to the  
7 maximum term authorized by law;

8           c.       The Court is not bound by any recommendation regarding the  
9 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines  
10 range offered by the parties or the United States Probation Department, or by any  
11 stipulations or agreements between the parties in this Plea Agreement; and

12           d.       Defendant may not withdraw a guilty plea solely because of the  
13 sentence imposed by the Court.

14           7.       **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
15 guaranteed what sentence the Court will impose.

16           8.       **Statement of Facts.** The parties agree on the following facts. Defendant  
17 admits he is guilty of the charged offense:

18           Beginning at a time unknown, but no later than July 2017, and continuing through  
19 September 2020, at Seattle, within the Western District of Washington, and elsewhere,  
20 the defendant Ephraim ("Ed") Rosenberg did knowingly and willfully agree with  
21 multiple others to commit, and did commit, offenses against the United States, including  
22 using a facility in interstate and foreign commerce, with the intent to promote, manage,  
23 establish, carry on and facilitate the promotion, management, establishment, and carrying  
24 on of an unlawful activity, that is, Commercial Bribery, in violation of New York Penal  
25 Code Section 180.03 and California Penal Code § 641.3. More specifically, Defendant  
26 conferred bribery payments, both directly and indirectly, to employees of Amazon.com,  
27 Inc. and its subsidiaries ("Amazon") in to order to, among other things, gain access to  
Amazon's internal protected networks, obtain confidential property and information  
stored thereon, and procure other competitive benefits on the Amazon Marketplace.  
Defendant did so with intent to influence the employees' conduct in relation to the  
employer's affairs and without Amazon's knowledge or consent, causing significant  
economic harm to Amazon (far in excess of two hundred and fifty dollars).

At all times relevant, Defendant has been the owner of Effyzaz, Inc. (“Effyzaz”), through which he has provided fee-based consulting services to merchants who sell products on the Amazon Marketplace, referred to as “third-party” or “3P” sellers. Defendant’s consulting services covered a range of issues of significance to 3P sellers operating on the Amazon Marketplace, including but not limited to reinstatements of suspensions of 3P sellers’ ability to sell specific products (ASINs), or to operate accounts at all, on the Amazon Marketplace. In certain instances, to aid in his efforts, Defendant agreed to confer and did confer, directly and indirectly, commercial bribes to Amazon employees to obtain Amazon’s information and reinstate suspended accounts.

For example, Defendant conspired to pay, and did directly pay, bribes to an Amazon employee based in Amazon’s Seattle, Washington headquarters, referred to as “Employee-A.” Employee-A was a member of the “Product Review Abuse team” responsible for investigating “all reports of product review abuse and/or manipulation across all marketplaces.” Between about April 2018 and December 2018, Defendant, using a PayPal account under a fake name, made 33 payments directly to Employee-A, totaling \$18,650, in exchange for misappropriated and confidential information about various Amazon 3P accounts that Employee-A accessed through her position at Amazon.

Defendant also made payments to persons other than Employee A, through others, in exchange for Amazon’s misappropriated and confidential information, including information about various Amazon 3P accounts. Such information included notes and details about particular seller accounts, the status of suspended seller accounts, and Amazon’s enforcement actions with respect to those sellers.

In exchange for the commercial bribes paid by Defendant, Amazon employees did provide internal information stored on Amazon’s computer network, thus depriving Amazon of the exclusive use and confidentiality. Such confidential information included notes and details about particular seller accounts and Amazon’s enforcement actions, often referred to as “annotations” (and which Defendant and others at times referred to using code words, such as “fruit”).

Defendant’s conduct included use of interstate or foreign wires, including those affecting the Western District of Washington, to carry on and promote the scheme. Defendant further agrees that, for the purposes of sentencing, the total amount of bribes paid to Amazon employees either by or through him or his co-conspirators exceeded \$100,000.

The parties agree that the Court may consider additional facts contained in the Presentence Report (subject to standard objections by the parties) and/or that may be

1 presented by the United States or Defendant at the time of sentencing, and that the factual  
2 statement contained herein is not intended to limit the facts that the parties may present to  
3 the Court at the time of sentencing.

4       9. **Sentencing Factors.** The parties agree that the following Sentencing  
5 Guidelines provisions apply to this case:

- a. A base offense level of 8, pursuant to USSG § 2B4.1(a).
  - b. An offense level enhancement of 8 levels (+8), based on an estimated value of the bribes of more than \$95,000 (but less than \$150,000), pursuant to USSG § 2B4.1(b).
  - c. An offense level reduction for acceptance of responsibility, as set forth in the paragraph below, conditioned upon Defendant's fulfillment of the requirements stated at USSG § 3E1.1.

13 The parties agree that they will not recommend the application of any other  
14 adjustments to Defendant's offense level under the United States Sentence Guidelines,  
15 except as set forth in Paragraph 10. Defendant understands, however, that at the time of  
16 sentencing, the Court is free to reject these stipulated adjustments, and is further free to  
17 apply additional downward or upward adjustments in determining Defendant's  
18 Sentencing Guidelines range.

19       10. **Acceptance of Responsibility.** Defendant has made a public apology for  
20 his conduct in this case. As part of this plea agreement, Defendant agrees that he will not  
21 disavow his public apology or this plea agreement at any time in the future. At  
22 sentencing, *if* the Court concludes Defendant qualifies for a downward adjustment for  
23 acceptance of responsibility pursuant to USSG § 3E1.1(a) and Defendant's offense level  
24 is 16 or greater, the United States will make the motion necessary to permit the Court to  
25 decrease the total offense level by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b),  
26 because Defendant has assisted the United States by timely notifying the United States of

1 Defendant's intention to plead guilty, thereby permitting the United States to avoid  
2 preparing for trial and permitting the Court to allocate its resources efficiently.

3       **11. Joint Recommendation Regarding Sentencing.** Pursuant to Federal Rule  
4 of Criminal Procedure 11(c)(1)(B), the United States and Defendant jointly agree that the  
5 appropriate sentence to be imposed is a term of probation of two (2) years, including a  
6 special term of probation of twelve months of home detention with electronic monitoring.  
7 The parties further jointly agree that the appropriate fine to be imposed by the Court at  
8 the time of sentencing is an amount of one hundred thousand dollars (\$100,000), less any  
9 amounts paid in restitution and any sum of money forfeited, if any, as set forth in  
10 paragraph 12 or paragraph 13, below.

11           Defendant understands that this recommendation is not binding on the Court and  
12 the Court may reject the recommendation of the parties and may impose any term of  
13 imprisonment up to the statutory maximum penalty authorized by law. Defendant  
14 further understands that Defendant cannot withdraw a guilty plea simply because of the  
15 sentence imposed by the Court. Except as otherwise provided in this Plea Agreement,  
16 the parties are free to present arguments regarding any other aspect of sentencing.

17       **12. Restitution.** Defendant agrees that the Court can order Defendant to pay  
18 restitution to the victims of Defendant's crimes and, in exchange for the agreements by  
19 the United States contained in this Plea Agreement, Defendant agrees that restitution in  
20 this case should not be limited to the offense(s) of conviction. Defendant is aware that  
21 the United States will present evidence supporting an order of restitution for all losses  
22 caused by all of Defendant's criminal conduct known to the United States at the time of  
23 Defendant's guilty plea(s) to include those losses resulting from crimes not charged or  
24 admitted by Defendant in the Statement of Facts. In exchange for the promises by the  
25 United States contained in this Plea Agreement, Defendant agrees that Defendant will be  
26 responsible for any order by the District Court requiring the payment of restitution for  
27 such losses.

1                   a.     The full amount of restitution shall be due and payable immediately  
 2 on entry of judgment and shall be paid as quickly as possible. If the Court finds that the  
 3 defendant is unable to make immediate restitution in full and sets a payment schedule as  
 4 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule  
 5 represents a minimum payment obligation and does not preclude the U.S. Attorney's  
 6 Office from pursuing any other means by which to satisfy the defendant's full and  
 7 immediately-enforceable financial obligation, including, but not limited to, by pursuing  
 8 assets that come to light only after the district court finds that the defendant is unable to  
 9 make immediate restitution.

10                  b.     Defendant agrees to disclose all assets in which Defendant has any  
 11 interest or over which Defendant exercises control, directly or indirectly, including those  
 12 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the  
 13 United States' investigation identifying all property in which Defendant has an interest  
 14 and with the United States' lawful efforts to enforce prompt payment of the financial  
 15 obligations to be imposed in connection with this prosecution. Defendant's cooperation  
 16 obligations are: (1) before sentencing, and no more than 30 days after executing this Plea  
 17 Agreement, truthfully and completely executing a Financial Disclosure Statement  
 18 provided by the United States Attorney's Office and signed under penalty of perjury  
 19 regarding Defendant's and Defendant's spouse's financial circumstances and producing  
 20 supporting documentation, including tax returns, as requested; (2) providing updates  
 21 with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within  
 22 seven days of the event giving rise to the changed circumstances; (3) authorizing the  
 23 United States Attorney's Office to obtain Defendant's credit report before sentencing; (4)  
 24 providing waivers, consents or releases requested by the U.S. Attorney's Office to access  
 25 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to  
 26 inspect and copy all financial documents and information held by the U.S. Probation  
 27 Office; (6) submitting to an interview or deposition regarding Defendant's Financial

1 Statement and supporting documents before sentencing (if requested by the United States  
2 Attorney's Office), and fully and truthfully answering questions during such interview or  
3 deposition; and (7) notifying the United States Attorney's Office before transferring any  
4 interest in property owned directly or indirectly by Defendant, including any interest held  
5 or owned in any other name, including all forms of business entities and trusts.

6           c.       The parties acknowledge that voluntary payment of restitution prior  
7 to the adjudication of guilt is a factor the Court considers in determining whether  
8 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a). In  
9 addition, in any event, the government will consider Defendant's cooperation regarding  
10 restitution in making its sentencing recommendation.

11           13.     **Forfeiture of Assets.** Defendant understands that the forfeiture of assets is  
12 part of the sentence imposed in this case. Defendant agrees to forfeit to the United States  
13 immediately Defendant's right, title, and interest in any and all property, real or personal,  
14 constituting or derived from, any proceeds that Defendant obtained, directly or indirectly,  
15 as a result of Defendant's commission of Conspiracy to Commit Violation of the Travel  
16 Act, as charged in Count 1, in violation of Title 18, United States Code, Section 371. This  
17 property is subject to forfeiture pursuant to Title 18, United States Code, Section  
18 981(a)(1)(C), by way of Title 28, United States Code, Section 2461(c).

19           Defendant agrees to fully assist the United States in the forfeiture of the above-  
20 described property and to take whatever steps are necessary to pass clear title to the  
21 United States, including but not limited to: surrendering title and executing any  
22 documents necessary to effectuate such forfeiture; assisting in bringing any assets located  
23 outside the United States within the jurisdiction of the United States; and taking whatever  
24 steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed,  
25 wasted, hidden, or otherwise made unavailable for forfeiture. Defendant agrees not to  
26 file a claim, or to assist any third party with filing a claim, to any of the above-described  
27

1 property in any federal forfeiture proceeding, administrative or judicial, which may be or  
2 has been initiated.

3 The United States reserves its right to proceed against any remaining assets not  
4 identified in this Plea Agreement, including any property in which Defendant has any  
5 interest or control, if said assets constitute or are derived from proceeds of the offense set  
6 forth in Count 1.

7 **14. Abandonment of Electronic Devices, Electronic Files, and Contraband.**

8 Defendant also agrees that, if any federal law enforcement agency seized any electronic  
9 devices or illegal contraband that was in Defendant's direct or indirect control, Defendant  
10 abandons any interest in such devices or contraband and consents to the federal  
11 administrative disposition, official use, and/or destruction of such devices or contraband  
12 (and/or the deletion of data stored on such devices), including but not limited to, the  
13 devices identified in Attachment A to this Agreement, as well as any contraband or non-  
14 contraband files contained on such devices.

15 **15. Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,

16 the United States Attorney's Office for the Western District of Washington agrees not to  
17 prosecute Defendant for any additional offenses known to it as of the time of this Plea  
18 Agreement based upon evidence in its possession at this time, and that arise out of the  
19 conduct giving rise to this investigation, and to move to dismiss the remaining counts in  
20 the Indictment at the time of sentencing. In this regard, Defendant recognizes the United  
21 States has agreed not to prosecute all of the criminal charges the evidence establishes  
22 were committed by Defendant solely because of the promises made by Defendant in this  
23 Plea Agreement. Defendant agrees, however, that for purposes of preparing the  
24 Presentence Report, the United States Attorney's Office will provide the United States  
25 Probation Office with evidence of all conduct committed by Defendant.

26 Defendant agrees that any charges to be dismissed before or at the time of  
27 sentencing were substantially justified in light of the evidence available to the United

1 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
2 with a basis for any future claims under the “Hyde Amendment,” Pub. L. No. 105-119  
3 (1997).

4       **16. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if  
5 Defendant breaches this Plea Agreement: (a) the United States may withdraw from this  
6 Plea Agreement and Defendant may be prosecuted for all offenses for which the United  
7 States has evidence; (b) Defendant will not oppose any steps taken by the United States  
8 to nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
9 Agreement; and (c) Defendant waives any objection to the re-institution of any charges  
10 that previously were dismissed or any additional charges that had not been prosecuted.

11           Defendant further understands that if, after the date of this Plea Agreement,  
12 Defendant should engage in illegal conduct, or conduct that violates any conditions of  
13 release or the conditions of confinement (examples of which include, but are not limited  
14 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while  
15 pending sentencing, and false statements to law enforcement agents, the Pretrial Services  
16 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement  
17 to file additional charges against Defendant or to seek a sentence that takes such conduct  
18 into consideration by requesting the Court to apply additional adjustments or  
19 enhancements in its Sentencing Guidelines calculations in order to increase the applicable  
20 advisory Guidelines range, and/or by seeking an upward departure or variance from the  
21 calculated advisory Guidelines range. Under these circumstances, the United States is  
22 free to seek such adjustments, enhancements, departures, and/or variances even if  
23 otherwise precluded by the terms of the Plea Agreement.

24       **17. Waiver of Appellate Rights and Rights to Collateral Attacks.**

25 Defendant acknowledges that, by entering the guilty plea required by this Plea  
26 Agreement, Defendant waives all rights to appeal from Defendant’s conviction, and any  
27 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the

1 judgment of conviction. Defendant further agrees that, provided the Court imposes a  
2 custodial sentence that is within or below the Sentencing Guidelines range (or the  
3 statutory mandatory minimum, if greater than the Guidelines range) as determined by the  
4 Court at the time of sentencing, Defendant waives to the full extent of the law:

5           a. Any right conferred by Title 18, United States Code, Section 3742,  
6 to challenge, on direct appeal, the sentence imposed by the Court, including any fine,  
7 restitution order, probation or supervised release conditions, or forfeiture order (if  
8 applicable); and

9           b. Any right to bring a collateral attack against the conviction and  
10 sentence, including any restitution order imposed, except as it may relate to the  
11 effectiveness of legal representation.

12         This waiver does not preclude Defendant from bringing an appropriate motion  
13 pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or  
14 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

15         If Defendant breaches this Plea Agreement at any time by appealing or collaterally  
16 attacking (except as to effectiveness of legal representation) the conviction or sentence in  
17 any way, the United States may prosecute Defendant for any counts, including those with  
18 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea  
19 Agreement.

20         18. **Voluntariness of Plea.** Defendant agrees that Defendant has entered into  
21 this Plea Agreement freely and voluntarily, and that no threats or promises were made to  
22 induce Defendant to enter a plea of guilty other than the promises contained in this Plea  
23 Agreement or set forth on the record at the change of plea hearing in this matter.

24         19. **Statute of Limitations.** In the event this Plea Agreement is not accepted  
25 by the Court for any reason, or Defendant breaches any of the terms of this Plea  
26 Agreement, the statute of limitations shall be deemed to have been tolled from the date of  
27 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the

1 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach  
2 of the Plea Agreement by Defendant is discovered by the United States Attorney's  
3 Office.

4       **20. Completeness of Plea Agreement.** The United States and Defendant  
5 acknowledge that these terms constitute the entire Plea Agreement between the parties,  
6 except as may be set forth on the record at the change of plea hearing in this matter. This  
7 Plea Agreement binds only the United States Attorney's Office for the Western District  
8 of Washington. It does not bind any other United States Attorney's Office or any other  
9 office or agency of the United States, or any state or local prosecutor.

10 Dated this 30 day of March, 2023.

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EPHRAIM ROSENBERG  
Defendant

## EPHRAIM ROSENBERG

**Defendant**

JACOB LAUFER pro hac vice

**JACOB LAFON, *professeur*  
BETEER OEFENBECHER**

PETER OFFENBACH  
Attorneys for Defendant

**Attorneys for Defendant**

**ANDREW C. FRIEDMAN**  
Assistant United States Attorney

# ANDREW C. FRIEDMAN

**Assistant United States Attorney**

MIRIAM R. HINMAN

### Assistant United States

Assistant United States Attorney

## **ATTACHMENT A**

1. Multiple storage devices, including:
    - a. USB Sandisk Cruzer Glide 3.0 256 GB
    - b. USB Lexar 16GB
    - c. Samsung portable SSD T5 1TB S/N S4B0NV0KB05658F
  2. HP computer, Model 27-R114, S/N: 8CC8260CBH
  3. Black Dell laptop with charging cable, service tag: 2X7R2F2
  4. Black Dell laptop, service tag: 5LPMQY1
  5. Black HP laptop with charging cable, S/N 5CD63279SL